Amendment to the Agreement Between Matrix Telecom, Inc. d/b/a Matrix Technologies and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky dated April 18, 2003

This Amendment amends the Interconnection Agreement by and between Matrix Telecom, Inc. d/b/a Matrix Technologies ("Matrix"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and Matrix are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Kentucky.

WITNESSETH:

WHEREAS, AT&T and Matrix are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated April 18, 2003 (the "Agreement"); and

WHEREAS, on December 12, 2007, the Kentucky Public Service Commission (Commission) issued its Order in Case No. 2004-00427 (Change of Law) Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission's Change of Law Order ("Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. **AT&T** shall be defined as the state of Kentucky for the purposes of this Amendment.

2. The Parties agree that Attachment 3, Network Elements, of the Agreement should be amended by the addition of the terms and conditions set forth in the Kentucky Change of Law Amendment Exhibit A attached hereto, and such contract provisions shall apply to services provided in the State of Kentucky only.

3. Attachment 1, Pricing, of the Agreement should be amended by the addition of the rates set forth in the Kentucky Change of Law Amendment Exhibit B attached hereto, and such rates shall apply to services provided in the State of Kentucky only.

4. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

6. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

7. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 2 and 3 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

8. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

9. This Amendment shall be shall be deemed effective on March 11, 2006 ("Effective Date").

10. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Matrix Telecom, Inc. d/b/a Matrix Technologies

By: Charles G. Taylor Jr.

Name: Charles G. Taylor, Jr.

Title: PRESIDENT

Date: 11/14/2008

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky, by AT&T Operations, Inc., it's authorized agent

By:

Name: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreeme

Date: 12-20-08

	OCN #	**ACNA**
KENTUCKY	0327	ELZ

[CCCS Amendment 3 of 25]

Issue 2 – What is the appropriate manner in which to transition to post-TRRO arrangements?

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Trinsic as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those Trinsic DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 Trinsic may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which such Loops are still subject to unbundling requirements.

1.3.2 Trinsic may obtain a maximum of one (1) Unbundled DS3 Loop to any single building in which such Loops are still subject to unbundling requirements.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 8, AT&T shall make available the following DS1 and DS3 Loops only for Trinsic's Embedded Base during the Transition Period:

1.4.1 Unbundled DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators

1.4.2 Unbundled DS3 Loops at any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.

1.5 A list of wire centers meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Accessible Letter CLECSE08-015 which is available on the AT&T CLEC Online Web site.

1.6 Transition Period Pricing. From March 11, 2005, through the expiration of the Transition Period, AT&T shall charge/collect a rate for Trinsic's Embedded Base and Trinsic's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) Trinsic's Embedded Base and (2) Trinsic's Excess DS1 and DS3 Loops. Trinsic shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.1 above, no future DS1 Loop unbundling will be required in that wire center.

1.9 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.2 above, no future DS3 Loop unbundling will be required in that wire center.

1.10 No later than March 10, 2006, Trinsic shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.

1.11 If Trinsic failed to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, AT&T will identify Trinsic's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent wholesale services provided by AT&T. Those circuits identified and transitioned by AT&T pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

1.12 For Embedded Base circuits and Excess DS1 and DS3 Loops converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Trinsic's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. AT&T will not provide line terminating elements, regeneration or other electronics necessary for Trinsic to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Trinsic as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, AT&T shall make available for the Embedded Base Dark Fiber Loops for Trinsic at the terms and conditions set forth in this Amendment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period,

AT&T shall charge a rate for Trinsic's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to Trinsic's Embedded Base and Trinsic shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops shall no longer be made available pursuant to this Agreement.

2.2.6 Trinsic shall submit spreadsheets to AT&T no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other AT&T services. Trinsic may transition from Dark Fiber Loops to other available wholesale facilities provided by AT&T, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 12, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

2.2.6.1 If Trinsic fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, AT&T will identify Trinsic's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.2.6.1 shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

2.2.6.2 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Trinsic's customers' service.

3. Local Switching

3.1 Local Switching is not available pursuant to this Agreement.

4. Dedicated Transport and Dark Fiber Transport

4.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Trinsic, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Trinsic. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 4.2 below, AT&T shall not be required to provide to Trinsic unbundled access to

interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T ("Entrance Facilities").

4.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

4.2.1 For purposes of this Section 4.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For purposes of this Section 4.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Trinsic as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 4.2.6.1 or 4.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.2.3 For purposes of this Section 4.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Trinsic as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

4.2.4 For purposes of this Section 4.2, Excess DS1 and DS3 Dedicated Transport means those Trinsic DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 4.2.6.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

4.2.5 For purposes of this Section 4.2, a Business Line is as defined in 47 C.F.R. §51.5.

4.2.6 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available the following Dedicated Transport as described in this Section 4.2 only for Trinsic's Embedded Base and Excess Dedicated Transport during the Transition Period:

4.2.6.1 DS1 Transport where both wire centers at the end points of the route contain at least four (4) fiber-based collocators or at least 38,000 Business access lines.

4.2.6.2 DS3 Transport where both wire centers at the end points of the route contain at least three (3) fiber-based collocators or at least 24,000 Business access lines.

4.2.6.3 Trinsic may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

4.2.7 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Sections 4.2.6.1 and 4.2.6.2 above is set forth in Accessible Letter CLECSE08-01, which is available on AT&T's CLEC Online Web site.

4.2.8 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Entrance Facilities only for Trinsic's Embedded Base Entrance Facilities and only during the Transition Period.

4.2.9 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge/collect a rate for Trinsic's Embedded Base of DS1 and DS3 Dedicated Transport and for Trinsic's Excess DS1 and DS3 Dedicated Transport, as described in this Section 4.2, equal to the higher of:

4.2.9.1 115% of the rate paid for that element on June 15, 2004; or

4.2.9.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

4.2.9.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.

4.2.9.4 From March 11, 2005, through the completion of the Transition Period, AT&T shall charge/collect a rate for Trinsic's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.2.9.

4.2.10 The Transition Period shall apply only to (1) Trinsic's Embedded Base and Embedded Base Entrance Facilities; and (2) Trinsic's Excess DS1 and DS3 Dedicated Transport. Trinsic shall not add new Entrance Facilities pursuant to this Agreement. Further, Trinsic shall not add new DS1 or DS3 Dedicated Transport as described in this Section 4.2 pursuant to this Agreement.

4.2.11 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.

4.2.12 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.

4.2.13 No later than March 11, 2006 or some other mutually agreed upon date, Trinsic shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other AT&T services pursuant to Section 12 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

4.2.14 If Trinsic failed to submit the spreadsheet(s) identifying its Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, AT&T will identify Trinsic's remaining Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

4.2.15 For Embedded Base DS1 and DS3 Dedicated Transport circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or

otherwise, minimizes to the extent possible, disruption or degradation to Trinsic's customers' service.

4.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of inactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 4.3.1 below, AT&T shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

4.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

4.3.2 For purposes of this Section 4.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

4.3.3 For purposes of this Section 4.3, Embedded Base means Dark Fiber Transport that was in service for Trinsic as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 4.3.5 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.3.4 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available the following Dark Fiber Transport as described in this Section 4.3.1 only for Trinsic's Embedded Base during the Transition Period:

4.3.5 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

4.3.6 The Initial Unimpaired Wire Center List setting forth the wire centers meeting the criteria set forth in Section 4.3.5 above is set forth in Accessible Letter CLECSE08-015, which is available on AT&T's CLEC Online Web site.

4.3.7 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge/collect a rate for Trinsic's Embedded Base of Dark Fiber and Embedded Base Dark Fiber Transport Entrance Facilities equal to the higher of:

4.3.7.1 115% of the rate paid for that element on June 15, 2004; or

4.3.7.2 115% of a new rate the Commission establishes, it any, between June 16, 2004 and March 11, 2005.

4.3.7.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.3.7.

4.3.8 The Transition Period shall apply only to Trinsic's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Trinsic shall not add new Dark Fiber Transport as described in this Section 4.3. Trinsic shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

4.3.9 Once a wire center exceeds either of the thresholds set forth in Section 4.3.5 above, no future Dark Fiber Transport unbundling will be required in that wire center.

4.3.10 No later than September 10, 2006 Trinsic shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 12. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

4.3.11 If Trinsic fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, AT&T will identify Trinsic's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section shall be subject to the switch-as-is rates set forth in this Agreement for conversions to equivalent tariffed services.

4.3.12 For Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.

5. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Trinsic shall undertake a reasonably diligent inquiry to determine whether Trinsic is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Trinsic self-certifies that to the best of Trinsic's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, AT&T shall process the request in reliance upon Trinsic's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If AT&T prevails in such dispute resolution proceeding, Trinsic shall be liable to AT&T for the difference between the rate for the equivalent AT&T alternative arrangement and the self certified UNE, plus interest, on such rate differential.

5.1 In the event that (1) AT&T designates a wire center as non-impaired, (2) Trinsic converts existing UNEs to other services or orders new services as services other than UNEs, (3) Trinsic otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) AT&T acknowledges or a state or federal agency regulatory body with authority determines that, at the time AT&T designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Trinsic, AT&T shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, AT&T shall refund Trinsic the difference between the rate paid by Trinsic for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

6. AT&T will not accept UNE orders for de-listed high capacity Loops or Dedicated Transport elements, as applicable, in the wire centers set forth on the Initial Unimpaired Wire Center List

Issue 4 – What is the appropriate language to implement AT&T's obligation to provide Section 251 unbundled access to high-capacity loops and dedicated transport and how should the following terms be defined? (i) Business Line; (ii) Fiber-Based Collocator; (iii) Building (iv) route; (v) Is a CLEC entitled to obtain DS3 transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (vi) is a CLEC entitled to obtain dark fiber transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers?

7. (i) Business Line

7.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5.

7.2 (ii) Fiber-Based Collocation

7.2.1 For purposes of this Amendment, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5 and the AT&T/BellSouth Merger Order.

7.3 (iii) Building

7.3.1 A "Building" is defined as a permanent physical structure including, but not limited to, a structure in which people reside, conduct business or work on a daily basis and which has a unique street address assigned to it. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. With respect to multi-tenant property with a single street address, an individual tenant's space shall constitute one "building" for purposes of this Amendment (1) if the multi-tenant structure is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls. A building for purposes of this Amendment does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration.

7.4 (iv) Route

7.4.1 For purposes of this Amendment, a "Route" is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

Issue 5 – a) Does the Commission have the authority to determine whether or not AT&T's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate?

b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport?

c) What language should be included in agreements to reflect the procedures identified in (b)?

8. Procedures for Additional Designations of "Non-Impaired" Wire Centers

8.1 If AT&T seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), AT&T shall file with the Commission a proposed list of any new "non-impaired" wire centers on April 1 of each year (coincident with its filing of ARMIS 43-08 data with the FCC). The list of additional "non-impaired" wire centers filed by AT&T will reflect

the number of Business Lines and fiber-based collocators, as of December 31 of the previous year, in each wire center that AT&T proposes be considered "non-impaired."

8.2 Designation by AT&T of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by AT&T in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

8.3 Trinsic shall have until May 1 to file a challenge to any new wire center named by AT&T in any such April 1 filing.

8.4 AT&T and Trinsic agree to resolve disputes concerning AT&T's additional wire center designations in dispute resolution proceedings before the Commission.

8.5 Changes to wire center designations shall become effective July 1 following the April 1 filing by AT&T to the extent that such changes are approved by the Commission by that date.

8.6 Trinsic shall have 120 days from July 1 to submit spreadsheets to disconnect or convert to other services all noncompliant circuits in such additional unimpaired wire centers. All such conversions will be subject to applicable disconnect charges set forth in this Agreement for requests to disconnect circuits, or to switch-as-is charges set forth in this Agreement for conversions to equivalent tariffed services. If Trinsic fails to submit such spreadsheet within the 120 day period, AT&T will identify and convert noncompliant circuits to equivalent tariffed services, and such conversion shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T services as set forth in AT&T's tariffs. Recurring charges for such tariffed services shall apply as of July 1.

Issue 8 – (a) Does the Commission have the authority to require AT&T to include in its ICAs entered into pursuant to Section 252, network elements either under state law or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such element? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions of such elements?

9. This Attachment 2 Exhibit A sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to

Trinsic for Trinsic's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Any facilities or services AT&T is obligated to offer pursuant to Section 271 of the Act will be available pursuant to applicable tariffs or a separately negotiated agreement.

Issue 10 – Transition of De-listed Network elements to Which No Specified Transition Period Applies. What rates terms and conditions should govern the transition of existing network elements that AT&T is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period,; and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high-capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

10. Except to the extent expressly provided otherwise in this Attachment, Trinsic may not maintain unbundled network elements or combinations of unbundled network elements that are no longer offered pursuant to this Amendment (collectively "Arrangements"). In the event AT&T determines that Trinsic has in place any Arrangements after the Effective Date of this Amendment, AT&T shall provide notice to the point of contact set forth in the General Terms and Conditions of this Agreement identifying those Arrangements that are no longer available pursuant to this Agreement. Trinsic shall have thirty (30) days from the date of such notice to transition all Local Switching and UNE-P arrangements and sixty (60) days to transition all other Arrangements. Those circuits identified by Trinsic within such thirty (30) or sixty (60) day period, as applicable, shall be subject to applicable disconnect or switch-as-is charges pursuant to this Agreement. If Trinsic fails to submit orders to disconnect or convert such Arrangements within the aforementioned timeframes, AT&T will transition such circuits to the equivalent tariffed AT&T service(s). The applicable recurring tariff charges shall apply to each circuit as of the Effective Date of this Amendment.

Issue 14 – What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

11. Commingling of Services

11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Trinsic has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities, including those services or facilities available pursuant to Section 271 of the Act. Trinsic must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or 2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.

11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A of Attachment 2 and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates or rates set forth in a separate agreement between the Parties.

11.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

Issue 15 – Is AT&T required to provide conversion of special access circuits to UNE pricing, and, if so, what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

12. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

12.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Trinsic pursuant to this Agreement, or convert a Network Element or Combination that is available to Trinsic under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T (collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A of Attachment 2. AT&T shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from Trinsic. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Trinsic and AT&T. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages.

12.2 Any outstanding conversions shall be effective on or after the effective date of this Agreement.

Issue 19 - LINE SPLITTING: What is the appropriate ICA language to implement AT&T's obligations with regard to line splitting?

13. Line Splitting

13.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

13.2 Line Splitting – UNE-L. In the event Trinsic provides its own switching or obtains switching from a third party, Trinsic may engage in line splitting arrangements with another CLEC using a splitter, provided by Trinsic, in a Collocation Space at the central office where the Loop terminates into a distribution frame or its equivalent.

13.3 Line Splitting – Loop and Port. To the extent Trinsic is using a commingled arrangement that consists of an Unbundled Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit Trinsic to utilize Line Splitting. AT&T shall charge the rates set forth in Exhibit A of Attachment 2 for the Loop and splitting functionality. Rates for Local Switching shall be subject to a separate agreement between the Parties**.**

13.4 Trinsic shall provide AT&T with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where Trinsic will not provide voice and data services.

13.5 Provisioning Line Splitting and Splitter Space – Loop and Port

13.5.1 The Data LEC, Voice CLEC, a third party or AT&T may provide the splitter. When Trinsic or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter**.** Where AT&T owns the splitter, AT&T shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Trinsic's ability to engage in line splitting arrangements.

13.5.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.

13.5.3 The foregoing procedures are applicable to a commingled arrangement of a Loop purchased pursuant to this Agreement and Local Switching pursuant to Section 271 purchased under a separate agreement.

13.6 Provisioning Line Splitting and Splitter Space – UNE-L

13.6.1 Trinsic provides the splitter when providing Line Splitting with UNE-L. When Trinsic or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

13.7 CLEC Provided Splitter – Line Splitting

13.7.1 To order High Frequency Spectrum on a particular Loop, Trinsic must have a DSLAM collocated in the central office that serves the End User of such Loop.

13.7.2 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.

13.7.3 Trinsic may purchase, install and maintain central office POTS splitters in its collocation arrangements. Trinsic may use such splitters for access to its end users and to provide digital line subscriber services to its end users using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

13.7.4 Any splitters installed by Trinsic in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Trinsic may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.

13.8 Maintenance – Line Splitting – UNE-L

13.8.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

13.8.2 AT&T must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

13.9 Indemnification

13.9.1 Trinsic shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs including reasonable attorney fees, which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Trinsic), except to the extent caused by AT&T's gross negligence or willful misconduct.

Issue 22 – What is the appropriate ICA language, if any, to address call related databases?

14. Call Related Databases and Signaling

14.1 Except for 911 and E911, AT&T is not required to provide unbundled access to call related databases pursuant to Section 251. Access to other call related databases is available pursuant to a separately negotiated agreement.

14.2 911 and E911 Databases

14.2.1 AT&T shall provide Trinsic with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

14.2.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Trinsic will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 14.3. below.

14.3 Technical Requirements

14.3.1 AT&T's 911 database vendor shall provide Trinsic the capability of providing updates to the ALI/DMS database through a specified electronic interface. Trinsic shall contact AT&T's 911 database vendor directly to request interface. Trinsic shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of Trinsic and AT&T shall not be liable for the transactions between Trinsic and AT&T's 911 database vendor.

14.3.2 It is Trinsic's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.

14.3.3 Trinsic shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Wholesale-Southeast Region Web site: http://wholesale.att.com/wholesale_markets/local/.

14.3.4 Stranded Unlocks are defined as End User records in AT&T's ALI/DMS database that have not been migrated for over ninety (90) days to Trinsic, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for Trinsic to assume responsibility for such records.

14.3.5 Based upon End User record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to Trinsic that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Trinsic shall review the Stranded Unlock report, identify its Customer records and request to either delete such records or migrate the records to Trinsic within two (2) months following the date of the Stranded Unlock report provided by AT&T. Trinsic shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of Trinsic's records.

Issue 23 - What is the appropriate language to implement AT&T's obligation, if any, to offer unbundled access to newly deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit that is predominantly residential and what, if any impact does the ownership of the inside wiring from the MPOE to each end user have one this obligation?

Issue 28 - What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

15. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).

15.1 Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in

the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

15.2 Greenfield Requirements: In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

15.3 Overbuild Requirements: In FTTH/FTTC overbuild situations where AT&T also has copper loops, AT&T will make those copper loops available to CLEC on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. AT&T's retirement of copper loops must comply with Applicable Law.

15.4 DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit AT&T's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination), regardless of the Loop medium employed, in any wire center where AT&T is required to provide such loop facilities.

Issue 24 - What is the appropriate ICA language to implement AT&T's obligation to provide unbundled access to hybrid loops?

16. Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide Trinsicwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between AT&T's central office and an End User's premises, but AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid loops.

16.1 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

Issue 26: What is the appropriate ICA language to implement AT&T's obligation to provide RNMs?

Issue 27: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring and nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

17. Routine Network Modifications

17.1 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. AT&T shall make all routine network modifications to unbundled loop and transport facilities used by Trinsic at Trinsic's request where the requested loop and/or transport facility has already been constructed. AT&T shall perform these routine network modifications to facilities in a non-discriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; attaching electronic and other equipment that AT&T ordinarily attaches to a loop or transport facility to serve its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for Trinsic.

17.2 AT&T shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the Commission for the loop and transport facilities set forth in Exhibit A of Attachment 2 of the Agreement and not at an additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement except to the extent AT&T demonstrates that such RNM were not anticipated in the setting of such intervals. If AT&T believes that it has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A of Attachment 2 of the Agreement, AT&T can seek resolution from the Commission. However, in the interim, AT&T will perform the RNM at the existing recurring and non-recurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.

18. Line Conditioning

18.1 AT&T shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, AT&T shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

18.2 AT&T will remove load coils and bridged tap on copper Loops and Subloops of any length at rates set forth in Exhibit A of Attachment 2 of the Agreement.

Issue 29 - What is the appropriate ICA language to implement AT&T's EEL audit rights, if any, under the TRO?

19. EELs Audit provisions

19.1 After June 29, 2010, AT&T may, on an annual basis audit Trinsic's records based on cause, in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, AT&T shall send a written Notice of Audit to Trinsicstating its concern that Trinsic is not complying with the service eligibility requirements. Such Notice of Audit will be delivered to Trinsic no less than thirty (30) calendar days prior to the date upon which AT&T seeks to commence an audit and shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which Trinsic may choose one to conduct the audit.

19.2 The auditor selected shall be an independent third party retained and paid for by AT&T. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding Trinsic's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Trinsic complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

19.3 To the extent the independent auditor's report concludes that Trinsic failed to comply with the service eligibility criteria, Trinsic must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going forward basis.

19.4 To the extent the independent auditor's report concludes that Trinsic failed to comply in all material respects with the service eligibility criteria, Trinsic shall reimburse AT&T for the cost of the independent auditor. To the extent the independent auditor's report concludes that Trinsic did comply in all material respects with the service eligibility criteria, AT&T will reimburse Trinsic for its reasonable and demonstrable costs associated with the audit. Trinsic will maintain appropriate documentation to support its certifications.

Issue 25 – Under the FCC's definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an "end User customer's premises?"

20. Trinsic shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

21. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that Trinsic may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

Issue 20 – a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? C) What are the suitable points of access for sub-loops for multi-unit premises?

22. Subloop Elements

22.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop (USL) elements as specified herein.

22.2 Unbundled Subloop Distribution (USLD)

22.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from an End User's point of demarcation to an AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

22.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

22.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

22.2.4 If Trinsic requests a UCSL and it is not available, Trinsic may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

22.2.5 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

22.2.6 Upon request for USLD-INC from Trinsic, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for Trinsic's use on this cross-connect panel. Trinsic will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

22.2.7 For access to Voice Grade USLD and UCSL, Trinsic shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment

4. This cable would be connected by an AT&T technician within the AT&T cross-box during the set-up process. Trinsic's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.

22.2.8 Through the SI process, AT&T will determine whether access to USLs at the location requested by Trinsic is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Trinsic's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T Wholesale-Southeast Region Web Site at: http://wholesale.att.com/.

22.2.9 The site set-up must be completed before Trinsic can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice Trinsic's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

22.2.10 Once the site set-up is complete, Trinsic will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Trinsic requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Trinsic for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

22.2.11 USLs will be provided in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specifications.

22.3 Unbundled Network Terminating Wire (UNTW)

22.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

22.3.1.1 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

22.3.2 Requirements

22.3.2.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

22.3.2.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

22.3.2.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the End User's premises, and Trinsic does own or control such wiring, Trinsic will install UNTW Access

Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to Trinsic.

22.3.2.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate Trinsic for each pair activated commensurate to the price specified in Trinsic's Agreement.

22.3.2.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

22.3.2.6 Access Terminal installation intervals will be established on an individual case basis.

22.3.2.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

22.3.2.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

22.3.2.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

22.3.2.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the

Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

22.3.2.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

RATES - Kentucky														Att: 2 Exh: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		342.24	342.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		342.24	342.24								